

IN THE COURT OF COMMON PLEAS
TRUMBULL COUNTY, OHIO

NORTHEAST CABLE
TELEVISION, LLC
5737 Tulane Ave.
Youngstown, OH 44515

Plaintiff

-vs-

DIRECTV
c/o CT CORPORATION SYSTEM
111 8th Ave., 13th Floor
Marie Hauer
New York, NY 10011

Defendant

CASE NO. *2018cv1959*
JUDGE **ANDREW D LOGAN**

**VERIFIED COMPLAINT
(WITH JURY DEMAND AND
REQUEST FOR INJUNCTIVE RELIEF)**

2018 OCT 30 PM 2:04
KAREN HEFANTE ALLEN
CLERK OF COURTS
TRUMBULL COUNTY

Plaintiff Northeast Cable Television, LLC, submits this verified complaint for injunctive, monetary, and other relief against defendant DirecTV and says:

INTRODUCTION

1. Plaintiff Northeast Cable Television, LLC brings this action alleging that defendant DIRECTV has engaged and continues to engage in conduct causing irreparable harm to Northeast Cable including, but not limited to, threatening to procure the breach of contractual and business relations between Northeast Cable and its customers; destroy the business of Northeast Cable; and ruin the livelihood of employees of Northeast Cable and their families. Northeast Cable has thereby suffered, and will continue to suffer, irreparable harm and therefore seeks temporary, preliminary, and permanent injunction as well as compensatory damages.

PARTIES and VENUE

2. Plaintiff Northeast Cable Television, LLC is a business incorporated under the laws of the State of Ohio and transacting business in Trumbull County, Ohio.



2018 CV
01959
00093314246
CVOC

EXHIBIT

A

3. Defendant DIRECTV is a business incorporated under the laws of the State of Delaware and transacting business in Trumbull County, Ohio.

4. Venue is proper in Trumbull County, Ohio pursuant to Civ. R. 3(C) (3) and (6).

FACTS COMMON TO THE ALLEGATIONS

5. Plaintiff Northeast Cable provides cable television maintenance to customers by providing equipment necessary for the transmission of DIRECTV services as well as other video communication providers.

6. Defendant DIRECTV operates a multi-channel video and entertainment service through which commercial establishments can receive video and audio programming and other services using specialized receiving equipment, including DIRECTV authorized receivers.

7. DIRECTV offers service to commercial and institutional establishments through DIRECTV's duly appointed and authorized retailers, called Master System Operators.

8. NACE/PDI/DSI are DIRECTV-authorized Master System Operators and provide satellite dealers and installers special equipment and financial incentives to deliver DIRECTV service to commercial and institution markets pursuant to Master Service Agreements.

9. Pursuant to DIRECTV's requirements, Northeast Cable entered a Master Service Agreement with Nace/PDI. Pursuant to Civ. R. 10, a copy of the Master Service Agreement is attached hereto.

10. Pursuant to the Master Service Agreement, Northeast Cable purchased equipment from the Master System Operators and charges customers a maintenance and equipment fee.

11. Northeast Cable does not resell, retransmit, or otherwise bill customers for DIRECTV programming.

TORTIOUS INTERFERENCE

12. All prior allegations of this complaint are reincorporated herein.

13. DIRECTV knows of the existence of the Master Service Agreement between Northeast Cable and specifically approves the application of Northeast Cable.

14. DIRECTV, without privilege or justification, has temporarily discontinued service and has threatened to permanently discontinue service to the customers served by the Master Service Agreement in order to induce or purposely cause Northeast Cable customers to bypass Northeast Cable and buy DIRECTV's service from directly from DIRECTV.

15. At all times relevant to the plaintiff's complaint, DIRECT TV had knowledge that Northeast Cable had a contractual relationship for the distribution of video and entertainment services in the Trumbull County area.

16. Plaintiff says that DIRECT TV knew that Northeast Cable had paid a fee directly to DIRECT TV for the distribution of video services to Northeast Cable and that fees had been paid by Northeast Cable directly to DIRECT TV and at all times, the account was paid in full and current.

17. Plaintiff says that DIRECT TV has had direct contact with customers of Northeast Cable with full knowledge of the contractual relationships between Northeast Cable and its customers. DIRECT TV had the specific intention of undermining Northeast Cable's ability to deliver its services to its customers in the Trumbull County area

18. Plaintiff says that the conduct of DIRECT TV is an unwarranted interference with Northeast Cable's contractual relationships with its customers.

19. As a direct and proximate result of the tortious interference by DIRECT TV with Northeast Cable's relationship with its customers has caused Northeast Cable to suffer past and

future monetary damages in excess of Twenty-Five Thousand Dollars (\$25,000.00), plus permanent damage to the good will of Northeast Cable, and undetermined additional expenses.

20. DIRECT TV's intentional interference is wrongfully damaging Northeast Cable's business and contractual relationships and as a direct and proximate result, Northeast Cable has been damaged.

DECLARATORY JUDGMENT

21. All prior allegations of this complaint are reincorporated herein.

22. Under R.C. 2721.03, Northeast Cable is entitled to a declaration that pursuant to the Master Service Agreement, DIRECTV is contractually obligated to continue providing service provided Northeast Cable fulfills its obligation of tendering timely payment.

23. Northeast Cable is required to disclose to DIRECT TV the names of its institutional customers and the number of individual recipients at each location.

24. Northeast Cable pays a fee directly to DIRECT TV for its product and has been doing so continuously for approximately 15 years.

INJUNCTIVE RELIEF

25. All prior allegations of this complaint are reincorporated herein.

26. The damages that have been and continue to be caused to Northeast Cable and its business as a direct result of DIRECTV's conduct are irreparable and of a nature that cannot be quantified.

27. Northeast Cable suffers and continues to suffer irreparable harm as a direct and proximate result of DIRECTV'S actions as set forth above. Money and damages are not sufficient to make Northeast Cable whole for its loss.

28. Unless this court enjoins DIRECTV from discontinuing or interrupting service under the Master Service Agreement, Northeast Cable will continue to be irreparably harmed.

29. Northeast Cable has no adequate remedy at law to cure this problem.

30. Northeast Cable requests an order imposing temporary, preliminary, and permanent injunctive relief as follows: an order enjoining DIRECTV from interfering with, disconnecting, or otherwise discontinuing its service as required by the Master Service Agreement.

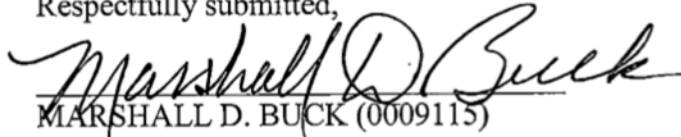
WHEREFORE, plaintiff Northeast Cable Television, LLC demands judgment against defendant DIRECTV as follows:

1. For an award of compensatory damages in an amount in excess of \$25,000;
2. Special damages in an amount to be proven at trial;
3. A declaration pursuant to R.C. 2721.03, DIRECTV is contractually obligated to continue providing service under the Master Service Agreement;
4. A temporary, preliminary, and permanent injunction enjoining DIRECTV from interfering with, disconnecting, or otherwise discontinuing its service as required by the Master Service Agreement.
5. Attorney fees and costs herein expended;
6. Pre and post judgment interest;
7. Any other relief this court deems as just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury on all issues raised in the complaint.

Respectfully submitted,



MARSHALL D. BUCK (0009115)
COMSTOCK, SPRINGER & WILSON CO., LPA
100 Federal Plaza E., Ste. 926
Youngstown, Ohio 44503
(330) 746-5643
(330) 746-4925 (fax)
mdb@csandw.com
ATTORNEYS FOR PLAINTIFF

INSTRUCTIONS TO THE CLERK

Please issue Summons and a copy of the Complaint upon the defendants at the addresses listed in the caption above by certified mail, return receipt requested according to law.



MARSHALL D. BUCK (0009115)
COMSTOCK, SPRINGER & WILSON CO., LPA
ATTORNEYS FOR PLAINTIFF



DRE S-DC Information Form



L&I System Operator (SO) Information

System Operator (SO) Name: _____

SO's Contact Name: _____ SO's Toll Free Number: _____

Any missing mandatory information in ANY of the highlighted sections below WILL DELAY your Registration Process back by 2-3 Business Days.

I. Property Information: (Mandatory Field* --> PO Box is NOT an acceptable address --> One (1) VALID Address)

Property Name*: PARKMAN LandingProperty Address*: 2501 PARKMAN Rd. NWCity/State: WARREN, Ohio Zip*: 44485 Property Phone Number*: 330-369-7319Property E-mail*: jsiwiec@trumbulltmba.org [Circle One: _____]

II. Owner/Legal Entity/Signatory Information: (Mandatory Field* --> Address MUST match the POO** Address)

Owner/Legal Entity Name: Trumbull Metropolitan Housing for WHDCEntity Address: 4076 Youngstown Road SE SUITE 101City: WARREN County*: TRUMBULL State: Ohio Zip*: 44484

Signatory Relationship to Property*?

Signatory Contact Person*: Jeff SiwiecSignatory E-mail & Phone*: jsiwiec@trumbulltmba.org (330-369-7319)

III. Additional Information: (Mandatory Field* --> Please Read, Answer * Circle ONLY One (1))

Circle ONLY One (1)*:

Total Rooms: 20 Total Receivers: S/D HeadendManaged DRE (Yes/No)*: NoAgreement Terms Contract Expected Yes Estimated Property Launch Date*: 12-1-16Agreement Type" NDN-EXCLUSIVE

Any missing mandatory information in ANY of the highlighted sections above WILL DELAY your Registration Process back by 2-3 Business Days.

DIRECTV Dealer Checklist for Contracts

This checklist must be submitted as the cover page for all contracts submitted through SalesForce.com.

Date: 10-13-16

PROPERTY INFORMATION

Business Name: PARIKMAN Landing
 Property Owner/Manager Contact Name: Trumbull Metropolitan Housing for WHOL / Jeff Siwiec
 Email: jsiwi@c@trumbulltmha.org Phone: 330-369-7319
 Contact Name for Installation: Al Pezzenti Installation Contact Phone: (330) 233-4607
 Contact Email for Installation: nactv1@msn.com
 Billing Contact Name:* Al Pezzenti
 Billing Contact Email: nactv1@msn.com Billing Contact Phone: 330-793-7434

*Not required if billing under third-party dealer

Who is your current video provider? NEW

DEALER INFORMATION

Dealer: _____
 Dealer ID: _____ Dealer Contact Name: _____
 Dealer Email: _____ Dealer Phone: _____

Please check appropriate boxes

Agreement Types:

- ☐ Hospitality Agreement
☒ Institutions Agreement
☐ University Agreement

Additional Required Information:

- ☐ Hospitality & Institutions Receiver List
 (Excel format required)
☐ Customer name (print), person signing (print),
 title and signature
☐ Customersignature

Optional Forms:

- ☐ Additional Services Addendum
☐ Payment information
 (required only for recurring payments)
☐ Tax-Exempt Certificate, if applicable; required if:
 1. Property is tax-exempt
 2. Government
 3. Agencies, non-profit organizations
 4. Direct payment agreements only

DEALERS ARE NOT AUTHORIZED TO SIGN ANY AGREEMENT OR FORM ON BEHALF OF A PROPERTY. ANY DEALER SIGNING AGREEMENTS OR FORMS ON BEHALF OF A PROPERTY MAY BE IMMEDIATELY TERMINATED BY DIRECTV.

Dealer Signature: _____

All contracts will be completed within 24 hours of submission, provided they are complete. You will experience delays beyond 24 hours if there is incomplete, incorrect or missing paperwork. If there are any questions, please contact 877.389.5372.

Note: All agreements can be accessed on the Dealer Center.

DIRECTV TERMS OF SERVICE FOR INSTITUTION ESTABLISHMENTS – Effective for accounts activated on or after January 28, 2016

THESE DIRECTV TERMS OF SERVICE FOR INSTITUTION ESTABLISHMENTS, INCLUDING THE SCHEDULES ATTACHED HERETO (THE "SERVICE TERMS"), DESCRIBE THE TERMS AND CONDITIONS OF YOUR RECEIPT OF DIRECTV SERVICE, WHETHER PROVIDED TO YOU DIRECTLY BY DIRECTV OR INDIRECTLY THROUGH ONE OF DIRECTV'S AUTHORIZED SALES AGENTS (AN "AUTHORIZED RETAILER"). BY AGREEING TO THESE TERMS, YOU ARE ESTABLISHING A DIRECT RELATIONSHIP WITH DIRECTV. THIS PROVIDES YOU WITH THE ABILITY TO RECEIVE DIRECTV SERVICE EVEN IF YOU NO LONGER HAVE A RELATIONSHIP WITH THE AUTHORIZED RETAILER AND EVEN IF DIRECTV'S RELATIONSHIP WITH THE AUTHORIZED RETAILER ENDS.

DIRECTV, either directly or indirectly through an Authorized Retailer, provides satellite entertainment programming and services, including, for certain installations, associated DTV Receiving Equipment ("Service" or "Services"), to qualifying nursing homes, assisted living facilities, long term care facilities, hospitals, medical clinics, dialysis clinics (with private rooms for overnight guests), marinas, camp grounds RV parks, prisons, correctional facilities, convents and other non-university dormitories, and other approved institution locations approved by DIRECTV ("Institution Establishment" or "Establishment"). As used herein, "DIRECTV," "we," "us," or "our" means DIRECTV, LLC, and "you," "your," or "Customer" means the entity that owns the Institution Establishment receiving the Service and/or the entity that is responsible for the payment of fees and charges. Services must be provided on a free-to-guest basis and may be provided only within the private rooms of the Institution Establishment and, if approved by DIRECTV, other non-public areas of the Institution Establishment. DIRECTV receiving hardware, an Access Card (as defined below), remote control and receiving antenna dish (referred to collectively as "DTV Receiving Equipment") are required to view the Service, which may be in addition to other hardware and software sold or leased to you by your Authorized Retailer.

You may contact us 24 hours a day by calling our DIRECTV Business Service Center at 1-800-388-2505 or sending us an e-mail at commercialcustsat@directv.com or writing us (for notices and mail - DIRECTV, LLC, Business Service Center, P.O. Box 5392, Miami, FL 33152-5392 or for payments - DIRECTV, LLC, H&I Account Payments, P.O. Box 60036, Los Angeles, CA 90060-0036).

These Service Terms are in addition to, and are separate and apart from, any agreement between you and your Authorized Retailer. DIRECTV and Authorized Retailers are independent entities and DIRECTV is not responsible for any acts or omissions of the Authorized Retailers.

AUTHORIZED RETAILER BILLING: IF YOU HAVE MADE ARRANGEMENTS WITH YOUR AUTHORIZED RETAILER TO BILL AND COLLECT FOR SERVICE, YOU UNDERSTAND THAT THE AUTHORIZED RETAILER'S BILLING AUTHORITY IS SUBJECT TO THE APPROVAL OF DIRECTV, AND YOU FURTHER AGREE TO THE FOLLOWING ADDITIONAL BILLING TERMS AND CONDITIONS:

Please use the contact information provided on your bill from your Authorized Retailer for any questions about your bill. DIRECTV will bill and collect from such Authorized Retailer for the Service and you shall pay such Authorized Retailer directly for the Service. If, however, DIRECTV informs you that the Authorized Retailer is no longer authorized by DIRECTV to bill and collect for the Service, or the Authorized Retailer has ceased or failed to pay DIRECTV when due, or the Authorized Retailer is insolvent or unable to pay its debts in the ordinary course, then DIRECTV may commence billing and collection directly with you and you shall pay DIRECTV for Service in accordance with these Service Terms. If any of the foregoing occur, you are obligated to DIRECTV for payment of the Service from and after the earlier of (i) the date you learn of the Authorized Retailer's cessation or failure of payment, (ii) the date DIRECTV notifies you that the Authorized Retailer is no longer authorized to perform billing activities or (iii) Authorized Retailer's insolvency or inability to pay its debts in the ordinary course.

You are responsible for manually deleting any content recorded with the DIRECTV DVR Service that is not automatically deleted (see Section 6(b) of the General Terms and Conditions). To delete: (1) Turn on the TV, (2) Push the playlist button on the remote control, (3) Push the dash (-) for delete all, (4) An on-screen message will appear asking you if you want to delete all recordings, and (5) Press Yes.

CUSTOMER SIGNATURE: CUSTOMER AGREES TO THESE TERMS, INCLUDING EACH OF THE SCHEDULES ATTACHED HERETO. THESE TERMS ARE NOT BINDING ON DIRECTV UNTIL ACTIVATION. IF YOU RECEIVE A DISCOUNT/SUBSIDY AS PART OF YOUR SUBSCRIPTION AND YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD, EARLY CANCELLATION FEES MAY APPLY.

Legal Name of Customer: Parkman Landing
 Operating Name: Trumbull Metropolitan Housing
 Date: 10-13-16 Phone: for WHOC

Name of Person Signing: Jeff Siwier
 Print Title: Dance Representative
 Signature: [Signature]

AUTHORIZED RETAILER SIGNATURE: BY SIGNING ABOVE, AUTHORIZED RETAILER CERTIFIES THAT IT HAS EXPLAINED THESE TERMS TO THE CUSTOMER, INCLUDING THE BILLING AND COLLECTION OBLIGATIONS AND EACH OF THE SCHEDULES HERETO, AND THAT THE INFORMATION PROVIDED HEREIN IS, TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE, COMPLETE AND ACCURATE, AND THAT THE UNDERSIGNED HAS VERIFIED THE ACCURACY OF THE INFORMATION BY PERSONALLY VISITING THE ESTABLISHMENT.

Legal Name of Authorized Retailer: _____ Name of Person Signing: _____
 Operating Name: _____ Print Title: _____
 Date: _____ Phone: _____ Signature: _____

UNIT CERTIFICATION - PLEASE COMPLETE THE BELOW UNIT SCHEDULE. BY SIGNING ABOVE, CUSTOMER AND AUTHORIZED RETAILER EACH CERTIFY THAT, TO THE BEST OF THEIR KNOWLEDGE, THE UNIT COUNT PROVIDED BELOW IS TRUE AND ACCURATE. DIRECTV CHARGES ARE BASED ON 100% OF THE UNITS AT ALL TIMES. ACCORDINGLY, CUSTOMER AGREES THAT DIRECTV MAY ADJUST THE AMOUNT CHARGED FOR DIRECTV SERVICE IN THE EVENT DIRECTV DISCOVERS ANY DISCREPANCIES IN THE TOTAL UNITS AT THE ESTABLISHMENT WHEN COMPARED TO THE TOTAL UNITS SET FORTH BELOW. AUTHORIZED RETAILER AGREES THAT DIRECTV MAY PURSUE ANY AND ALL AVAILABLE REMEDIES FOR ANY MISREPRESENTATION OF THE TOTAL UNITS.

Total Drops/Outlets: <u>20</u>	Total Rooms (if used to determine Units):
Total Units ⁽¹⁾ : <u>20</u>	

⁽¹⁾Total "Units" is the total number of drops/outlets connected to the DIRECTV receiving equipment, unless approved by DIRECTV. For long term care facilities, if the maximum number of available rooms is less than the number of drops/outlets, include the maximum number of available rooms for Units. Lobbies/Fitness Centers/Private offices can be included in the Unit count if each room has 5 or fewer TVs (Fitness Centers with Precor TV-enabled systems can have up to 10 TVs).

ESTABLISHMENT AND AUTHORIZED RETAILER INFORMATION

DIRECTV Account Number:		Bill to <input type="checkbox"/> Physical Address <input checked="" type="checkbox"/> Mailing Address <input type="checkbox"/> Authorized Retailer Billing	
Establishment Equipment Type: <input type="checkbox"/> DRE Basic <input type="checkbox"/> DRE Plus <input checked="" type="checkbox"/> Other:			Unit Count: 0
Full Legal Name of Customer: <u>TRUMBULL Metropolitan Housing for WHOC</u>			
Establishment Name: <u>PARKMAN Landing</u>			
Brand Affiliation (if any):			
Physical Address: <u>2501 PARKMAN RD. NW WARREN, OHIO 44485</u>			
Contact at Establishment: <u>AL PEZZENTI</u>		Establishment Phone Number: <u>330-233-4607</u>	
Mailing Address (if different): <u>NORTHEAST MANAGEMENT P.O. BOX 4232 YOUNGSTOWN, OHIO 44515</u>			
Contact at Mailing Address: <u>AL PEZZENTI</u>		Mailing Address Phone Number: <u>330-793-7434</u>	
Authorized Retailer Name:		Authorized Retailer Corp ID:	Authorized Retailer Number:
Legal Structure of Customer: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Government <input type="checkbox"/> Other:			
If Customer is corporation, limited liability company or limited partnership, state of organization: <u>OHIO</u>			
If Customer is general partnership, state in which principal place of business is located:			
If Customer is sole proprietorship, state of principal residence:			
Federal Tax ID: <u>34-6002980</u>			Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No

PROGRAMMING SELECTION

Select the Services Customer wishes to order by checking the appropriate boxes below. Enter the Service price, if it is not already listed, for each selection using the Rate Card (as defined below). Use the per Unit price corresponding to the number of Units.

PACKAGE	UNIT PRICE	PACKAGE	UNIT PRICE	PACKAGE	UNIT PRICE
<input type="checkbox"/> ULTIMATE	\$13.50	<input type="checkbox"/> HBO Package	\$2.75	<input type="checkbox"/> HD Access	\$0.75
<input checked="" type="checkbox"/> ENTERTAINMENT w/B/S	\$6.75	<input type="checkbox"/> HBO/Cinemax Package	\$2.75	<input type="checkbox"/> Welcome Screen Pro ⁽¹⁾	\$1.25
<input type="checkbox"/> FAMILY	\$2.49	<input type="checkbox"/> SHOWTIME Package	\$2.50	<input checked="" type="checkbox"/> Other: <u>SPORTS PRO</u>	\$.85
<input type="checkbox"/> Local Channels ⁽¹⁾	\$0.50	<input type="checkbox"/> Starz Super Pack	\$1.75	<input checked="" type="checkbox"/> Other: <u>FAMILY FAVORITES</u>	\$.75
<input checked="" type="checkbox"/> Entertainment Bridge Pack ⁽⁶⁾	\$0.35	<input type="checkbox"/> Encore ⁽³⁾	\$	<input checked="" type="checkbox"/> Other: <u>MUSIC EXTRA</u>	\$.40
Charges must be based on 100% of the Units at all times. Pricing does not include taxes. Customer is responsible for taxes. Refer to your Service bill for taxes due. In certain areas, Service may be unavailable or additional restrictions may apply. Blackout restrictions and other conditions apply to sports programming. Programming and pricing may change.				Add'l Programming Unit Price Subtotal: \$ 0.00	
(1) Customers with Local Channels on account prior to 2/7/13 will maintain flat rate Local Channel Fee which as of 1/28/2016 is \$104.99. For monthly total calculation to the right, either include per unit Local Channel rate or flat rate depending on Customer. Applicable only for existing customers with such programming. <u>SPORTSTIME OH 199</u>				2.34 (Number of Units: 30 0	
(2) Reserved <u>NBA TV .35 OLYMPIC .15 TVG .15</u>				Unit Price Total: <u>11844 0.00</u>	
(3) See Rate Card for price and Qualifying Premium Service (defined below) classification.				<input type="checkbox"/> Local Channels (\$104.99) ⁽¹⁾ \$	
(4) DRE CUSTOMERS: If you use Residential Experience Equipment, you must pay the following:				<input type="checkbox"/> Receiver Software Fee ⁽⁴⁾ \$	
• Receiver Software Fee: DIRECTV will charge a \$0.40 software fee for all active receivers. Indicate the number of HD or HD DVR receivers to the right.				Number of Receivers \$ 0.00	
(5) DIRECTV will charge a Small Property Fee if you have fewer than 20 Units.				<input type="checkbox"/> DVR Property Service Fee (\$50.00) ⁽⁴⁾ \$	
(6) Only available if Customer also subscribes to the Entertainment base package.				<input type="checkbox"/> Small Property Fee (\$25.99) ⁽⁵⁾ \$	
(7) Only available if Customer has DRE Plus with a minimum 36-month or 60-month Commitment Period. Property must have an active MCS server and VPN connectivity.				Establishment Fees Total: \$ 0.00	
				GRAND TOTAL: 228.80 \$ 0.00	

3-MONTH HBO INCENTIVE PROGRAM

If you are a new HBO customer, you are eligible to receive the HBO Package or HBO/Cinemax Package at no cost for the first three (3) months (the "3-Month HBO Incentive"). In order to receive the 3-Month HBO Incentive you must subscribe to a base package (Ultimate, Entertainment or Family) and either the HBO Package or the HBO/Cinemax Package for a period of 3 years (thirty-six (36) consecutive months) or 5 years (sixty (60) consecutive months) from the date of activation as applicable, (the "Incentive Commitment Period") and certify that you have not received HBO programming from DIRECTV or any other distributor during the six (6) months preceding the date of activation.

PLEASE INITIAL BELOW TO INDICATE THAT YOU UNDERSTAND AND AGREE TO THE FOREGOING TERMS AND CONDITIONS OF THE 3-MONTH HBO INCENTIVE AND THAT YOU REPRESENT AND WARRANT THAT YOU HAVE NOT RECEIVED HBO PROGRAMMING FROM DIRECTV OR ANY OTHER DISTRIBUTOR DURING THE SIX (6) MONTHS PRECEDING THE DATE OF ACTIVATION.

Initial Here: _____ [Incentive Commitment Period is the same as the Commitment Period for Subscription Package]

The 3-Month HBO Incentive is based on a programming bill credit applied in months 1 through 3 of your monthly subscription. You will be charged the per unit rates in effect in months 4-36 or 4-60 of the applicable Incentive Commitment Period. You are not obligated to continue your subscription for any specific duration after the Incentive Commitment Period.

DIRECTV PROGRAMMING AND SUBSIDY COMMITMENT TERMS AND CONDITIONS

These DIRECTV Programming and Subsidy Commitment Terms and Conditions set forth additional terms and conditions that apply if you receive a discount off of the DIRECTV Commercial Hospitality or Institutions Rate Card, as applicable in effect from time to time ("Rate Card") or receive from DIRECTV a Subsidy Amount (as defined below) in connection with your purchase or lease, through an Authorized Retailer and/or a Hospitality & Institutions equipment distributor (an "H&I Distributor") (the party that provides Equipment shall be referred to herein as the "Equipment Provider"), of DTV Receiving Equipment consisting of certain hardware and/or software, including qualifying COM1000, COM2000 and DIRECTV Residential Experience distribution systems required for a centralized distribution system (the "Distribution Equipment") that can provide the Service to your Establishment.

YOU MUST INITIAL ONE OF THE BELOW. IF YOU DO NOT WISH TO BE SUBJECT TO A COMMITMENT, SELECT THE "STANDARD" SUBSCRIPTION PACKAGE. IF YOU WISH TO RECEIVE A DISCOUNT OFF OF THE RATE CARD PRICING OR A SUBSIDY AMOUNT PLEASE INITIAL ONE OF THE OTHER SUBSCRIPTION PACKAGES LISTED BELOW. YOU MUST SUBSCRIBE TO THE REQUIRED CHANNELS FOR THE SUBSCRIPTION PACKAGE YOU INITIAL.

Initial One	"Subscription Package"	"Required Channels"	"Per Unit Rate"	"Programming Discount" (per Unit)	"Discount Period"	"Subsidy Amount" (per Unit or per Establishment)	"Subsidy Total"	"Commitment Period" (from date of activation)
	Standard	Any Base Package	See Rate Card ⁽¹⁾	None	None	None	None	None
DISCOUNTS								
	SD Family	Family Locals	See Rate Card ⁽¹⁾	Eligible for Authorized Retailer Buydown of DTV Receiving Equipment ⁽⁴⁾	N/A	None	None	60 months
	SD Entertainment	Entertainment or above Locals	See Rate Card ⁽¹⁾	\$1.50 ⁽¹⁾	12 Months	None	None	60 months
60 MONTH SUBSIDY PROGRAMS								
	HD Family	Family Locals HD Access ⁽²⁾	See Rate Card ⁽¹⁾	None	N/A	\$1,500 per Establishment	\$1,500	60 months
	HD Entertainment	Entertainment or above Locals HD Access ⁽²⁾	See Rate Card ⁽¹⁾	None	N/A	\$42.00 per Unit	$\$42.00 \times 0 = \0.00	60 months
	HD Entertainment Bundle	Entertainment or above Locals HD Access ⁽²⁾ Any Qualifying Premium Service ⁽³⁾	See Rate Card ⁽¹⁾	None	N/A	\$75.00 per Unit	$\$75.00 \times 0 = \0.00	60 months
	DRE HD Entertainment Bundle	Entertainment or above Locals HD Access ⁽²⁾ DRE Software Fee	See Rate Card ⁽¹⁾	None	N/A	\$75.00 per Unit	$\$75.00 \times 0 = \0.00	60 months
36 MONTH SUBSIDY PROGRAMS								
	HD Family	Family Locals HD Access ⁽²⁾	See Rate Card ⁽¹⁾	None	N/A	\$1,000 per Establishment	\$1,000	36 months
	HD Entertainment	Entertainment or above Locals HD Access ⁽²⁾	See Rate Card ⁽¹⁾	None	N/A	\$15.00 per Unit	$\$15.00 \times 0 = \0.00	36 months
	HD Entertainment Bundle	Entertainment or above Locals HD Access ⁽²⁾ Any Qualifying Premium Service ⁽³⁾	See Rate Card ⁽¹⁾	None	N/A	\$33.00 per Unit	$\$33.00 \times 0 = \0.00	36 months

YOU ARE ONLY ELIGIBLE TO RECEIVE A DISCOUNT/SUBSIDY AMOUNT IF THE ESTABLISHMENT IS AT LEAST 20 ROOMS/SUBSCRIBER UNITS.

⁽¹⁾Please review the Rate Card for pricing and requirements. Discount is based on bill credits applied in months 2 through 13 of your monthly subscription. Final price does not include applicable sales tax. Applicable taxes will be added monthly to your account.

⁽²⁾To access DIRECTV HD programming, the per Unit HD Access fee and HD equipment are required. DRE customers will be charged a receiver software fee.

⁽³⁾Qualifying Premium Services (QPS) are: (1) HBO Package, (2) HBO/Cinemax Package, (3) Showtime Package, (4) Starz! Super Pack or (5) Encore (See Rate Card for Qualifying Premium Service classification).

⁽⁴⁾No discount for programming for SD Family but the Authorized Retailer is eligible for buydown on DTV Receiving Equipment for your Establishment.

PAYMENT OF SUBSIDY AMOUNT. Following activation of the Required Primary Channels, if you are entitled to a Subsidy Amount, DIRECTV will pay the Subsidy Amount directly to your Equipment Provider. You understand and agree that payment of the Subsidy Amount will be made to your Equipment Provider, and that DIRECTV will look to you for payment of the Subsidy Amount if you fail to fulfill the Commitment Period as set forth above.

PROGRAM DISCOUNT TERMS AND CONDITIONS

Programming Commitment. You must subscribe to Required Channels within the Subscription Package selected for the Commitment Period. After you have fulfilled your entire Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration. Even if Customer receives the Discount under these Programming Commitment Terms and Conditions, if Customer commits to any higher programming minimums (such as those under DIRECTV Residential Experience Equipment), Customer must continue to subscribe to the higher requirement.

Consequences of Your Failure to Satisfy Your Commitment Period. If you fail to maintain your subscription to the Required Channels for the entire Commitment Period, in addition to any other early cancellation fees set forth in these Service Terms, you will pay DIRECTV an early cancellation fee as follows: (i) for SD Entertainment, the early cancellation fee shall be equal to the sum of all Discount(s) provided to Customer, which shall be based on the number of months the Establishment received the Discount(s) when you ceased payment for the Required Channels (Calculation: Discount Amount x number of Subscriber Units x number of months the Establishment received the Discount) and (ii) for SD Family, since no Discount is actually provided, the early cancellation fee amount shall be \$1,200, which shall be reduced on a pro-rata basis by the number of months you actually paid for the Required Channels during the Commitment Period (Calculation: Early Cancellation Fee Amount (\$1,200)/60 (which is the Commitment Period)) x number of months remaining in Commitment Period). For example, if you selected the SD Entertainment for an Establishment with 100 Units and you received the Discount Amount for a full 12 months, but you terminate these Service Terms or cease paying for the Required Channels at 24 months, you will pay DIRECTV \$1,800 (\$1.50x100x12=\$1,800), but if you selected SD Family, regardless of the number of Units, if you cease paying for the Required Channels at 24 months you will pay DIRECTV \$720 (\$1200/60 = \$20x36 = \$720). This payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for the Required Channels for the entire Commitment Period, and/or (b) pursue legal remedies against you for and receive the total amount due.

DIRECTV SUBSIDY TERMS AND CONDITIONS

YOU UNDERSTAND AND AGREE THAT YOU WILL RECEIVE THE SUBSIDY AMOUNT AS PART OF YOUR SUBSCRIPTION TO THE SERVICE, AND IF YOU DO NOT COMPLETE YOUR COMMITMENT PERIOD (DEFINED BELOW), THE APPLICABLE SUBSIDY AMOUNT MUST BE RETURNED TO DIRECTV IN ACCORDANCE WITH THESE TERMS. YOU ALSO UNDERSTAND THAT YOU ARE ONLY ELIGIBLE TO RECEIVE THE SUBSIDY AMOUNT IF YOU APPLY IT TO DISTRIBUTION EQUIPMENT PURCHASED OR LEASED AFTER THE DATE OF THESE TERMS. YOU WILL STILL BE CONSIDERED THE RECIPIENT EVEN THE EQUIPMENT SUBSIDY WILL BE PROVIDED TO THE EQUIPMENT PROVIDER.

Equipment Subsidy; Programming Requirement and Discount: If you wish to receive the Subsidy Amount, you must purchase or lease the Distribution Equipment, subscribe to the Required Primary Channels for the Commitment Period (as defined below) and initial the requested Subsidy Amount in the table above related to the number of Units at your Establishment.

Programming and Subsidy Agreement. You agree to subscribe to the Required Primary Channels and pay the appropriate programming fees for a period of not less than the number of months listed above from the date of activation (the "Commitment Period"). After you have fulfilled your Commitment Period, you are not obligated to continue your subscription to the Service for any specific duration. If you fail to maintain your subscription to the Required Primary Channels, and pay the appropriate programming fees for the Required Primary Channels for the entire Commitment Period, you agree that you will pay an early cancellation fee equal to the full Subsidy Amount provided to you. For example, if you selected the 5 year HD Entertainment Bundle agreement for an Establishment with 100 Units, DIRECTV paid you a Subsidy Amount of \$5,400. If you cease payment at any time before the end of the Commitment Period, you will refund to DIRECTV \$5,400. Payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period. If you fail to make payment, DIRECTV may, at its option: (a) pursue legal remedies against Customer for and receive the total amount due; and/or (b) access the Establishment and remove the DTV Receiving Equipment pursuant to the security interest granted below. Customer agrees that it will pay all expenses (e.g. attorneys' fees) incurred in connection with the enforcement of any remedies.

GENERAL TERMS

DIRECTV SERVICE WILL BE PROVIDED AT THE RATES SET FORTH ON THE RATE CARD, WHICH MEANS ALL PRICES CONTAINED IN THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE EVEN THOUGH YOU ARE AGREEING TO A COMMITMENT PERIOD. IN OTHER WORDS, THE ACTUAL PER UNIT RATE FOR THE CHANNELS WILL INCREASE IF THE RATE ON THE RATE CARD INCREASES, BUT THE DISCOUNT(S) WILL STILL APPLY.

Welcome Screen Pro. If you select Welcome Screen Pro, the early cancellation fee relating to Welcome Screen Pro shall be based on the number of months remaining in your Commitment Period and the number of Subscriber Units at \$1.25 per Subscriber Unit (Calculation: \$1.25 per Subscriber Unit x number of Subscriber Units x number of months remaining in your Commitment Period). This early cancellation fee is in addition to any other early cancellation fees associated with other discounts or offers. This payment is due within thirty (30) days of receipt of a notice of failure to complete the Commitment Period from DIRECTV. If you fail to make payment, DIRECTV may, at its option: (a) charge you for Welcome Screen Pro for the entire Commitment Period, and/or (b) pursue legal remedies against you for and receive the total amount due.

Equipment Installation and Maintenance. You shall arrange with an Authorized Retailer for the timely delivery and installation of the DTV Receiving Equipment to your Establishment. As between DIRECTV and Customer, Customer shall be solely responsible for any and all costs associated with the installation and maintenance of the DTV Receiving Equipment. Customer agrees that DIRECTV is not responsible to provide the installation, maintenance or service on the DTV Receiving Equipment and any claims about installation, maintenance, service or breach of warranty will not eliminate your obligation to complete the Commitment Period. Customer, at its own expense, shall provide and maintain for each item of DTV Receiving Equipment, insurance against loss, theft and damage in an insured amount equal to the full replacement value of such item of DTV Receiving Equipment.

Warranty Limitations and Spares. YOU UNDERSTAND THAT ALL WARRANTY CLAIMS FOR THE DTV RECEIVING EQUIPMENT MUST BE HANDLED BETWEEN YOU AND THE EQUIPMENT PROVIDER. DIRECTV MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE DTV RECEIVING EQUIPMENT. ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. DIRECTV IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR SUBSIDY AMOUNT. Please contact your Equipment Provider for specific warranty details.

Protection and Ownership of Equipment and Grant Of Security Interest. You shall have no right to sell, give away, transfer, remove or relocate the DTV Receiving Equipment at any time during the Commitment Period without DIRECTV's prior written consent. You agree DIRECTV's rights and interests are irrevocable and coupled with an interest, such that the rights and obligations hereunder shall constitute covenants and restrictions running with the land, binding and inuring to the benefit of all future owners of the Establishment or of any interest in the Establishment but, notwithstanding any method of affixation or any applicable law relating to fixtures, no portion of the DTV Receiving Equipment will be deemed a fixture of the Establishment during the Commitment Period. By accepting these Service Terms, you grant DIRECTV a security interest in all DTV Receiving Equipment and all proceeds of them in any form, to secure payment and performance of all of your obligations under these Service Terms. By accepting these Service Terms, you also agree to provide, and you authorize DIRECTV to prepare and file, such additional documentation as DIRECTV deems reasonably necessary to establish or perfect this security interest, including without limitation financing statements. Both parties intend that these Service Terms shall inure to the benefit of their respective assigns, transferees, successors-in-interest, secured parties and collateral assignees, and that it shall continue in full force and effect after any sale of the Establishment and be binding on all subsequent owners. Customer shall provide DIRECTV with written notice of any proposed sale, transfer or conveyance of the Establishment at least thirty (30) days prior to the scheduled closing. To the extent a Guaranty Addendum is attached to these Service Terms, Customer's payment and performance of the Obligations shall be absolutely, unconditionally, irrevocably, and jointly and severally guaranteed by the persons or entities identified as guarantors therein. You agree to pay DIRECTV a reasonable UCC filing and processing fee, not to exceed \$50.00, which amount may be billed by DIRECTV.

HOSPITALITY AND INSTITUTIONS GENERAL TERMS AND CONDITIONS**1. OUR SERVICE.** These are the terms on which we will provide you Service:

(a) **Program Choices and DTV Receiving Equipment and Programming Changes.** You must subscribe to a base package in order to receive additional Services such as premium movie services or sports subscriptions. All programming selections have their own rates, terms and conditions. Information about programming is at www.directv.com. Many factors affect the availability, cost and quality of programming and may influence the decision to raise prices and the amount of any increase. These include, among others, programming and other costs, consumer demand, market and shareholder expectations, and changing business conditions. Accordingly, we have the unrestricted right to change, rearrange, add or delete our programming packages, the selections in those packages, our prices, and any other Service, at any time. We will endeavor to notify you of any change within our reasonable control and its effective date.

(b) **Access Card.** You have received conditional access cards (referred to collectively, as the "Access Card") and a License Agreement governing your use of the Access Card while you are receiving our Service. Tampering with or other unauthorized modification of the Access Card is strictly prohibited and may result in criminal or civil action. Tampering with or inserting any device into your DTV Receiving Equipment other than an authorized unmodified Access Card is prohibited. DIRECTV reserves the right to cancel or replace the Access Card. Upon request, the card must be returned to DIRECTV. If you do not return the Access Card to DIRECTV when you cancel your Service, you may be charged a fee. Requesting Access Cards on behalf of other persons or for purposes other than lawful viewing of DIRECTV Service is prohibited. Access Cards are the exclusive property of DIRECTV.

(c) **Viewing Limitations and Blackouts.** You may not resell, rebroadcast, transmit or perform the programming, charge admission for its viewing or transmit or distribute running accounts of the Services. You shall not charge your Units (nor the guests, residents, or other occupants of Units) for the viewing of, or listening to, any Service(s), but shall distribute all of the Services free of charge and as a convenience of occupancy. All Units located at the Establishment shall receive all of the Services. Notwithstanding the provisions of Section 8, we or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission and other applicable laws. Certain programming, including sports events, may be blacked out or otherwise unavailable in your local reception area due to legal, contractual or other restrictions. Blackout restrictions are decided by the sports leagues and the other entities that own the local broadcast rights. You may visit www.directv.com for more blackout information. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

(d) **Your Viewing Restrictions, Inspection.** It is your responsibility to impose any viewing restrictions on employees or guests, as you think appropriate. We are not responsible to you or anyone else based on the content of our programming. Please visit www.directv.com for information on parental controls, locks and limits on your account. DIRECTV, or its authorized agent, shall have the right to inspect your DTV Receiving Equipment during your normal business hours, upon reasonable prior notice and at no cost to you. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under these Service Terms, we may immediately deactivate any or all Services provided to you. If Services to you are so deactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances. You agree that all Services will be exhibited in entirety, in original form and as provided by us, without any modifications, additions (including the addition of a crawl line) or deletions to any of the Services.

(e) **Names and Marks.** You may not use any of our Marks without our prior written consent. "Marks" means any trademarks, symbols, logos, etc. whether owned by DIRECTV or a third party(s), that are used in connection with or are otherwise associated with the Services. DIRECTV may include the Establishment's name and address and other commercially available information in customer lists and in marketing materials.

2. PAYMENT. In return for receiving our Service, you promise to pay as follows:

(a) **Programming, Taxes and Fees.** You will pay in advance, at our rates in effect at the time for all Service and DTV Receiving Equipment ordered by you or anyone who uses your DTV Receiving Equipment, with or without your permission, until the Service is canceled or your account is properly transferred. If the Service is part of an offer through which you receive credits offsetting all or part of the Service price or DTV Receiving Equipment, such credits are also paid in advance. If you cancel the Service, you are no longer entitled to receive the credits and we reserve the right to recoup pre-paid credits. The outstanding balance is due in full each month. You may use a credit or debit card to establish recurring payments, authorize a monthly ACH payment, or pay by mail. See Section 4(c) and (d) regarding payment upon cancellation. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict our ability to collect all amounts owing to us. We may reduce your Service to a minimum service level, at our rates in effect at the time, or deactivate your Service if you do not pay your statements on time, after any applicable grace period. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed. To control the basic charges which apply to all customers, we may charge fees that arise in specific circumstances only to those customers responsible for them.

(b) **Billing Statements.** Subject to any third party billing relationship, if you receive your bill from DIRECTV, we will send you a statement for each billing cycle (usually once every 30 days) unless you have a zero or nominal balance due, or a nominal credit balance, on your account at the end of a billing cycle. If you receive your bill from an Authorized Retailer, please speak with them regarding payments and timing of payments. Statements from DIRECTV will show: (1) payments, credits, purchases and any other charges to your account, (2) the amount you owe and (3) the payment due date. If you think a statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints as promptly as we can, but you must contact us within 60 days of receiving the statement in question. Undisputed amounts must be paid by the due date to avoid a late fee and reduction or deactivation of Service.

3. CUSTOMER INFORMATION

(a) **Representations and Warranties.** The person ordering Service represents and warrants that (s)he is authorized to agree to these Service Terms, and that all rights, approvals and consents necessary to accept these Service Terms have been obtained. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to agreeing these Service Terms. Further, you have read and understand the contents, terms, conditions and effects of these Service Terms. You represent, warrant, acknowledge and agree that (i) there is no agreement or understanding with any third party that conflicts or interferes with these Service Terms; (ii) you grant DIRECTV the right to deliver satellite entertainment programming and services and to use all equipment on-site in order to provide the Services; (iii) the Services shall only be displayed or exhibited in Units within Establishments at which persons will view the Services on a free-to-guest basis; and (iv) unless otherwise authorized by DIRECTV, you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services received in areas accessible to the public and/or common areas (such as bar, restaurant, diner, stadium, casino, club, cafe, theater). If your Establishment does not meet the qualification for a Subscription Package but you still wish to receive the Service, you may qualify for other types of commercial establishment services subject to a separate commercial agreement.

(b) **Contact Information.** In connection with these Service Terms and during the term, you agree to provide organization documents, government issued identification or other documentation requested by DIRECTV to confirm your full legal name and your state of organization or principal place of business or residence. You also agree to provide true, accurate, current and complete contact information about your Establishments, and maintain and promptly update your contact information to keep it true, accurate and complete. If you provide a cellular telephone number, you acknowledge and consent that we may call you on your cellular phone for business purposes, including collections calls. You also grant permission for us to send non-marketing service or account related text messages to your cellular phone. Your carrier's message and data rates may apply but, you may opt out of the text messages at any time.

4. TERM, CHANGES IN CONTRACT TERMS AND CANCELLATION.

(a) **Change in Terms.** We reserve the right to change the terms and conditions on which we offer Service. If we make any such changes, we will send you a copy of your new Service Terms with its effective date. If you do not accept any such changed terms or conditions, subject to Sections 4(c) and (d), you have the right to cancel your Service. If you elect not to cancel your Service after receiving a new Service Terms, your continued receipt of Service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel Service.

(b) **Term.** The term of these Service Terms shall run concurrently with any commitment you agreed to in consideration for DTV Receiving Equipment or promotional Service offers, whether set forth in the Service Terms or agreed to by you separately before or after the date you signed these Service Terms. Following the end of any such commitment, the Term shall continue indefinitely and Service will continue until canceled as provided herein. If you did not agree to a definitive term commitment in consideration for DTV Receiving Equipment or a promotional Service offer, the term is month-to-month and Service will continue until cancelled as provided herein. In either case, unless you notify us that you wish to cancel it, we will automatically renew Service that you subscribe to on a periodic basis, including any monthly or annual subscriptions and seasonal sports subscriptions, as long as we continue to carry the Service. The term of these Service Terms is distinct from any term of an agreement between you and an Authorized Retailer, and the termination of one shall not directly affect the other.

(c) **Cancellation.** You may cancel Service by notifying us in writing (including by email or facsimile). In addition to cancelling in writing, DIRECTV may accept cancellation requests over the phone; however, DIRECTV is not required hereunder to do so. If your account remains active and you have only notified DIRECTV of cancellation over the phone you remain responsible for all fees accrued until you provide notice in writing. Your notice becomes effective when received by us in writing. You will still be responsible for payment of all fees accrued through that effective date. In addition to any deactivation or change of service fees, if you cancel Service or change your Service package, you may be subject to an early cancellation fee if you agreed to a fixed term with DIRECTV in connection with the receipt of any promotional Service offer or the receipt of any DTV Receiving Equipment, and fail to maintain the required Service for the required period of time. We will not credit seasonal sports subscriptions after the season starts. We may cancel Service at any time if you fail to pay amounts owing to us when due, subject to any grace periods, breach any other provision of these Service Terms, or act abusively toward our staff. In such case, you will still be responsible for payment of all fees as described in Section 4(c). We may also cancel Service if you do not to accept any changed terms. Any agreement with an Authorized Retailer is separate and apart from these Service Terms; cancellation of your Service does not affect any rights or obligations between you and an Authorized Retailer.

(d) **Credit Balances.** Subject to any third party billing relationship, if you receive your bill from DIRECTV, when your account is closed, we will review your account and refund any excess monetary payments. Unused portions of retention or similar credits will not be refunded. If your credit balance is less than \$1.00 we will not issue you a refund unless you make a written request for the refund. If you do not make such a written request for the refund within one year of the close of your account, you forfeit any credit balance remaining on your account and your account balance will be reset to zero. You understand that you will incur fees and charges as a result of your receipt and use of Service and/or DTV Receiving Equipment, and may incur early cancellation fees and/or equipment non-return fees. By giving us your credit or debit card account information at any time, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. You further acknowledge that you are required to maintain current credit or debit card information with us and agree to notify us whenever there is a change in such information.

5. **GOVERNMENTAL ENTITIES.** The parties recognize that DIRECTV is a provider of a commercial service and, even if Customer is a government entity, that the provision of the Service does not deem DIRECTV a "government contractor" or subject DIRECTV to federal, state or local procurement regulations applicable to government contractors. Notwithstanding anything herein, if you are a government entity, to the extent applicable law prohibits, (a) indemnification of commercial vendors, indemnification under Section 6(b) and 7(d) shall not apply, and (b) the resolution of disputes through arbitration, Section 8 shall not apply. Section 2(a) shall be subject to a government entities' tax exempt status.

6. SOFTWARE LICENSE AND DVR SERVICE.

(a) **Software.** Some DTV Receiving Equipment incorporates software which is owned by DIRECTV or its third party licensors (the "software"). Before using the DTV Receiving Equipment, read the terms and conditions for use of the software located in the user manual and at www.directv.com. If you do not agree to these terms you may not use the DTV Receiving Equipment and may not activate the Service and should immediately return the DTV Receiving Equipment to DIRECTV.

(b) **DVR Service.** DIRECTV DVR Service is only available to DRE customers with DVR-enabled DTV Receiving Equipment. The DIRECTV DVR Service is not authorized for use in any other environment, and may be used only for private non-commercial viewing purposes. The DIRECTV DVR Service gives your guests or occupants the ability to see and record televised programs ("Third Party Content") while in a Unit. You understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the U.S. copyright laws or comparable provisions of foreign laws. You agree that DIRECTV will have no liability to you, or anyone else who uses your DIRECTV DVR Service, with regard to any Third Party Content. If content recorded using the DIRECTV DVR Service is not automatically deleted when a guest or occupant vacates a Unit, you agree to manually delete such content prior to occupancy by another guest or occupant. You agree to indemnify, defend and hold harmless DIRECTV from and against any and all claims, damages, liabilities and expenses arising from any failure to manually delete recorded content. DIRECTV may, from time to time change, add or remove features of the DIRECTV DVR Service, or change the service fee.

7. LIMITS ON OUR RESPONSIBILITY

(a) **Service Interruptions and Warranty Disclaimer.** Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service due to acts of God, power failure or any other cause beyond our reasonable control. For an interruption of a significant length of time that is within our reasonable control, upon your request we will provide what we determine to be a fair and equitable adjustment to your account to make up for a Service interruption. THIS IS YOUR SOLE REMEDY AND OUR SOLE DUTY. You agree that these Service Terms do not provide for, and the Service does not include, any warranty services or other services that we might provide separately, including, without limitation, any fee based or other programs. WE MAKE NO WARRANTY REGARDING ANY SERVICE OR DTV RECEIVING EQUIPMENT, WHICH IS PROVIDED AS IS. ALL SUCH WARRANTIES, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF DTV RECEIVING EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF REPAIR.

(b) **Limitations of Liability.** WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL DAMAGES OR LOSSES RELATING TO THE DTV RECEIVING EQUIPMENT OR ANY SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR INTERRUPTION OF BUSINESS.

(c) **Exhibition and Music Rights.** WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. IF YOU WISH TO PLAY MUSIC (OTHER THAN MUSIC SERVICES PROVIDED BY DIRECTV AS PART OF A PACKAGED MUSIC CHANNEL SERVICE AND DISPLAYED IN ACCORDANCE WITH OUR RULES OF USE), INCLUDING MUSIC INCLUDED WITHIN TELEVISION PROGRAMMING OR ADVERTISING, IN YOUR ESTABLISHMENT YOU ARE RESPONSIBLE FOR ALL REQUIRED MUSIC LICENSE FEES.

(d) **Indemnification.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS AND ASSESSMENTS OF ANY KIND DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS HEREUNDER.

8. RESOLVING DISPUTES. Any legal or equitable claim relating to these Service Terms or your Service (referred to as a "Claim") will be resolved as follows:

(a) **Resolution.** We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims described in Section 8(b) below) for at least 60 days after one of us notifies the other of a Claim in writing. You will send your notice to the address on the first page of these Service Terms, and we will send our notice to your billing address. Except as provided in Section 8(b), if we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association that are in effect as of the date these Service Terms were last updated, and the parties agree to apply the Expedited Procedures set forth in those Commercial Arbitration Rules (Commercial Arbitration Rules with Expedited Procedures referred to herein as "AAA Rules"). The arbitration will also be conducted under the rules set forth in these Service Terms. If there is a conflict between AAA Rules and the rules set forth in these Service Terms, the rules set forth in these Service Terms will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. Unless the Claim exceeds \$25,000, exclusive of interest and arbitration costs, the dispute shall be resolved by submission of documents and there will be no hearing. For arbitrations in which a hearing is held, the arbitration hearing will be held in the city of your commercial establishment unless you and we both agree to another location or telephonic arbitration. To start an arbitration, you or we must do the following things: (1) Write a Demand for Arbitration (The demand must include a description of the Claim and the amount of damages sought to be recovered), (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to: American Arbitration Association, Attn: Case Filing Services (1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 - 1-877-495-4185) and (3) Send one copy of the demand for arbitration to the other party.

(b) **Special Rules.** In the arbitration proceeding, the arbitrator has no authority to make errors of law, and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. Neither you nor we shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. The arbitrator shall award attorneys' fees and costs to the party that the arbitrator determines prevailed at the arbitration. A court may sever any portion of Section 8 that it finds to be unenforceable, except for the prohibition on class or representative arbitration. Notwithstanding this Section 8: (i) any Claim based on Section 1(c) above, (ii) any dispute involving a violation of the Communications Act of 1934, 47 U.S.C. § 605, the Digital Millennium Copyright Act, 17 U.S.C. § 1201, the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 or any other statement or law governing theft of service, may be decided only by a court of competent jurisdiction; and (iii) an action may be asserted in small claims court in lieu of arbitration.

9. MISCELLANEOUS.

(a) **Notice.** Notices to you will be deemed given when personally delivered, addressed to you at your last known address and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e-mail address you provided us or sent via satellite to your DTV Receiving Equipment or delivered when a voice message is left at the telephone number on your account. Unless otherwise required herein, notices to us will be deemed given when we receive them at the address on the first page.

(b) **Applicable Law.** The interpretation and enforcement of these Service Terms and any disputes with DIRECTV shall be governed by the rules and regulations of the Federal Communications Commission, other applicable federal laws, and the laws of the state and local area where Service is provided to you. These Service Terms are subject to modification if required by such laws. Notwithstanding the foregoing, Section 8 shall be governed by the Federal Arbitration Act.

(c) **Assignment.** We may assign your account or these Service Terms and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise. You may not assign or transfer your Service, DTV Receiving Equipment, these Service Terms or any or your rights and obligations under these Service Terms without our prior written consent, not be unreasonable withheld. If, as part of the sale of your Establishment, you wish to transfer any of the foregoing, contact DIRECTV no later than thirty (30) days prior to the proposed effective date of the transfer, so that DIRECTV can review your account and determine whether DIRECTV will approve the transfer, such approval not to be unreasonably withheld.

(d) **Other.** These Service Terms and any lease, activation, programming, or other service commitment agreement that you entered into with DIRECTV in connection with obtaining Service constitute the entire agreement between you and DIRECTV. No salesperson or other representative is authorized to change it. If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of the Service Terms will remain enforceable. The terms that expressly or by their nature survive termination shall continue thereafter until fully performed. No occupant of any Unit shall be deemed to have any privity of contract or direct contractual or other relationship with DIRECTV by virtue of these Service Terms or delivering of the Services.

VERIFICATION

STATE OF OHIO)
COUNTY OF Trumbull) ss:

AFFIDAVIT OF ALBERT PEZZENTI

Now comes Albert Pezzenti, who first being duly sworn, affirmed and cautioned according to law, deposes and says:

1. I am the owner and operator of Northeast Cable Television, LLC, the plaintiff in the above captioned case.
2. I have personal knowledge of all facts related in the Verified Complaint and I am competent to testify to the matters contained therein.
3. The allegations contained the Verified Complaint are true and accurate to the best of my personal knowledge, information, and belief.

FURTHER AFFIANT SAYETH NAUGHT.


ALBERT PEZZENTI

SWORN TO BEFORE ME and subscribed in my presence this 30 day of Oct.

2018.


Notary Public



MARSHALL D. BUCK, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE

IN THE COURT OF COMMON PLEAS, TRUMBULL COUNTY, WARREN, OHIO

S U M M O N S

Rule 4 1995 Ohio Rules of Civil Procedure

2018 CV 01959

NORTHEAST CABLE TELEVISION LLC

5737 TULANE AVE

YOUNGSTOWN OH 44515

Plaintiff(s)

VS.

DIRECTV

C/O CT CORPORATION SYSTEM

111 8TH AVE 13TH FLOOR

NEW YORK NY 10011

Defendant(s)

IF APPLICABLE, SEE COMPLAINT FOR ADDITIONAL DEFENDANTS

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED THAT A COMPLAINT (A COPY OF WHICH IS HERETO ATTACHED AND MADE A PART HEREOF) HAS BEEN FILED AGAINST YOU IN THIS COURT BY THE PLAINTIFF(S) NAMED HEREIN:

YOU ARE REQUIRED TO SERVE UPON THE PLAINTIFF(S) ATTORNEY, OR UPON THE PLAINTIFF(S) IF THEY HAVE NO ATTORNEY OF RECORD, A COPY OF YOUR ANSWER TO THE COMPLAINT ***WITHIN TWENTY-EIGHT (28) DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU***, EXCLUSIVE OF THE DAY OF SERVICE. SAID ANSWER MUST BE FILED WITH THIS COURT WITHIN THREE DAYS AFTER SERVICE ON PLAINTIFF'S ATTORNEY.

THE NAME AND ADDRESS OF THE PLAINTIFF(S) ATTORNEY IS AS FOLLOWS:

**MARSHALL D. BUCK
100 FEDERAL PLAZA EAST - SUITE 926
YOUNGSTOWN, OH 44503**

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

**KAREN INFANTE ALLEN
CLERK OF COURTS**

BY: CYNTHIA BEALE
Deputy Clerk

Date: October 31, 2018

****FYI: IF THIS ACTION IS A CIVIL FORECLOSURE ACTION – PLEASE REFERENCE THE “SAVE THE DREAM” INFORMATIONAL PAGES AS FOUND ON THE CLERK’S WEBSITE AT: clerk.co.trumbull.oh.us/civil.htm**